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5                   Attorney for Debtor(s)

6                   **IN THE UNITED STATES BANKRUPTCY COURT**  
 7                   **FOR THE DISTRICT OF MONTANA**

9                   In re:

10                  Case No. 15-60469-13

11                  Russell G. Cassett,

12                  Debtor(s).

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14                  **CHAPTER 13 PLAN Dated May 21, 2015**

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16                  1. The future earnings and other income of the debtor(s) are submitted to the supervision and control  
 17                  of the Chapter 13 Standing Trustee as necessary for the execution of this plan, and debtor(s) shall pay to the  
 18                  Trustee the sum of \$ 420.00 each month for a term of 60 months, or until all of the provisions of  
 19                  this Plan have been completed. Plan Payments shall commence within thirty (30) days following the filing of  
 the Plan. The Debtor(s) shall make payments directly to the Trustee until their wage deductions begin.

20                  2. From the payments so received, the Trustee shall make disbursements as follows:

21                  (a) ADMINISTRATIVE CLAIMS. The Trustee shall pay those claims, fees or charges specified in  
 11 U.S.C. Section 507(a)(2), including the debtor's attorney fees and costs in such amount as may be allowed  
 by the Court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for  
 representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

|  |               |
|--|---------------|
| 24                  Estimated total attorney fees:           | \$ 3,500.00 * |
| 25                  Estimated total costs:                   | \$ 200.00     |
| 26                  Total estimated attorney fees and costs: | \$ 3,700.00   |
| 27                  Less retainer:                           | \$ 1,200.00   |

28                  **TOTAL FEES AND COSTS TO BE PAID THROUGH THE PLAN:      \$ 2,500.00**

\* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan, or amended as provided in F.R.B.P. 2016(b).

(b) IMPAIRED SECURED CLAIMS. After payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. Section 506(a), together with interest at the rate prescribed below from the date of confirmation, on a pro rata basis, as follows:

| <u>Name of Creditor</u> | <u>Claim Number</u> | <u>Allowed Secured Claim</u> | <u>Rate of Interest</u> |
|-------------------------|---------------------|------------------------------|-------------------------|
| N/A                     |                     |                              |                         |

(\* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.)

Secured creditors shall retain their liens as provided by 11 U.S.C. Section 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) UNIMPAIRED SECURED CLAIMS. The following secured creditors, whose claims will be left unimpaired by this plan, are not provided for by this plan and shall receive no payments through the trustee except with regard to those arrearages specified below, if any:

| <u>Name of Creditor</u> | <u>Description of Collateral</u>                    |
|-------------------------|---|
| Seterus                 | Home at 1264 Calamity Jane Blvd, Billings, MT 59105 |

**Debtors will continue to pay these creditors directly, outside of the Chapter 13 Plan.**

Concurrently with the payments on impaired claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

| <u>Name of Creditor</u> | <u>Amount of Arrearage</u> |
|-------------------------|----------------------------|
| Seterus                 | \$11,250.00                |

Upon completion of the Plan, all prepetition arrearages provided for by this Plan shall be deemed current.

(d) DOMESTIC SUPPORT OBLIGATIONS. After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

| <u>Creditor</u> | <u>Complete Address</u> | <u>Claim Amount</u> |
|-----------------|-------------------------|---------------------|
|-----------------|-------------------------|---------------------|

1                   **None.**

2                   (e) **PRIORITY CLAIMS.** After payments provided for above, the Trustee shall pay allowed claims  
 3 entitled to priority in such order as specified in 11 U.S.C. Section 507.

4                   (f) **GENERAL UNSECURED CLAIMS.** After the payments specified above, the Trustee shall pay  
 5 dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

6                   (G) **LIQUIDATION ANALYSIS.** The total amount distributed under paragraphs 2.(e) and (f) will  
 7 be at least \$ 4,665.00, which exceeds what would be available to pay unsecured claims if the debtor's  
 8 estate was liquidated under Chapter 7 of the Bankruptcy Code. A discharge will not be entered by the Court  
 until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is  
 less.

9                   3. **REJECTION OF CONTRACTS OR LEASES.** The debtor(s) rejects the following executory contracts  
 10 and unexpired leases, and shall surrender property subject to such contracts or leases:

| <b>Type of Agreement</b> | <b>Date of Agreement</b> | <b>Other Party to Contract</b> |
|--------------------------|--------------------------|--------------------------------|
|--------------------------|--------------------------|--------------------------------|

12                   **None**

13                   All other contracts and unexpired leases shall be affirmed.

14                   4. **SURRENDER OF PROPERTY.** The debtor(s) surrenders any and all interest in the following described  
 15 collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order  
 16 for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to  
 Montana's Local Bankruptcy Rules.

| <b>Secured Creditor</b> | <b>Description of Collateral</b> |
|-------------------------|----------------------------------|
|-------------------------|----------------------------------|

18                   **None.**

19                   5. **POSTPETITION SECURED DEBT:** Debtor(s) reserves the right to incur postpetition secured debts,  
 20 upon prior written approval of the Trustee, for items necessary to debtor(s) performance under this plan.

21                   6. **REPORT OF CHAGES IN INCOME:** The Debtor(s) shall commit all projected disposable income to the  
 22 Plan for the applicable commitment period and shall report any changes in income in excess of \$300.00 per  
 month to the trustee.

23                   7. **OTHER PROVISIONS:**

24                   None

25                   8. **DECLARATIONS:** Under penalty of perjury Debtor(s) affirms that all federal and state income,  
 26 employment and other tax returns due as of the date of this plan have been filed with the appropriate agency,  
 27 and that postpetition payments due on all domestic support obligations have been paid through the date of  
 this Plan.

9. **EFFECTS OF CONFIRMATION:** Upon confirmation of this plan, all issues that have been or could have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable federal and state law with regard to those issues, including rights under 11 U.S.C. Section 524(i). Debtor(s) specifically reserves all rights under 11 U.S.C. Section 524(i), including the right to ensure that all postpetition mortgage payments be applied and credited to Debtor's mortgage account as if the account were current and no prepetition default existed.

**10. PREVIOUS BANKRUPTCIES, AND DISCHARGE: (Check one)**

- Debtor(s) is not eligible for a discharge of debts because the debtor(s) has previously received a discharge described in 11 U.S.C. Section 1328(f).

Under penalty of perjury, Debtor(s) declares that he/she has not received a discharge in a previous bankruptcy case that would cause him/her to be ineligible to receive a discharge in the above-entitled case under 11 U.S.C. Section 1328(f).

**11. INCOME TAX REFUNDS:** (Check one)

- Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the trustee.

Debtor(s) projects income tax refunds during the term of this plan. During the applicable commitment period of the plan, as defined in 11 U.S.C. Section 1325(b)(4), Debtor(s) will turn over to the trustee all net income tax refunds.

Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are included in the Debtor's budget.

DATED this 21st day of May, 2015.

/S/ Russell G. Cassett

**Debtor**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 26th day of May, 2015, a true and correct copy of the foregoing CHAPTER 13 PLAN DATED May 21, 2015, was mailed to the following:

See attached mailing matrix.

/S/ Ralph W. Wilkerson  
Ralph W. Wilkerson

Label Matrix for local noticing

0977-2

Case 15-60469-RBK

U.S. Bankruptcy Court, District of Montana

Butte

Tue May 26 20:57:03 MDT 2015

Billings Clinic Home Oxygen

801 N. 27th Street

Billings, MT 59101-1116

U.S. Bankruptcy Court, District of MT

Room 263 Federal Building

400 North Main

Butte, MT 59701-8866

Billings Clinic

P.O. Box 35100

Billings, MT 59107-5100

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